P. G. L., (1860,) art 24, sec. 9. 1856, ch. 154, sec. 24.

9. All deeds conveying real estate which shall contain the names of the grantor and grantee, or bargainor and bargainee, a consideration in cases where a consideration is necessary to the validity of a deed, and a description of the real estate sufficient to identify the same with reasonable certainty, and the interest or estate intended thereby to be conveyed, shall be sufficient, if executed, acknowledged and recorded as herein required.

Ibid. sec 10. 1856, ch. 154, sec. 25.

10. Every deed conveying real estate shall be signed and sealed by the grantor or bargainor, and attested by at least one witness.

Carrico *v.* Farmers & Merchants' Bank, 33 Md. 235. Brydon *v.* Campbell, 40 Md. 331. Riswick *v* Goodhue, 50 Md. 61.

Ibid. sec. 11. 1856, ch. 154, secs. 10-11.

11. No words of inheritance shall be necessary to create an estate in fee simple, but every conveyance of real estate shall be construed to pass a fee simple estate, unless a contrary intention shall appear by express terms or be necessarily implied therein.

Hawkins *v.* Chapman, 36 Md. 83. Foos *v.* Scarf, 55 Md. 311.

Ibid. sec. 12. 1856, ch. 154, secs. 12-26.

12. The word "grant," the phrase "bargain and sell," in a deed, or any other words purporting to transfer the whole estate of the grantor, shall be construed to pass to the grantee the whole interest and estate of the grantor in the lands therein mentioned, unless there be limitations or reservations, showing, by implication or otherwise, a different intent.

Worthington *v.* Lee, 61 Md. 530.

Ibid. sec 13. 1856, ch. 154, secs. 96-97.

13. Every deed of any of the interests or estates mentioned in the first section of this article shall be recorded within six months from its date, in the county or city in which the land affected by such deed lies; and where it lies in more than one county, or in the city of Baltimore and a county, it shall be recorded in all the counties and the said city in which such land lies.

Smith's Lessee *v.* Smith, 3 H. & McH. 103. Smith's Lessee *v.* Steele, 3 H. & McH. 103. Hoddy's Lessee *v.* Harryman, 3 H. & McH. 581. Bradford's Lessee *v.* McComas, 3 H. & McH. 444. Gassaway *v.* Dorsey, 4 H & McH. 405. Carroll's Lessee *v.* Norwood, 1 H. & J. 167. Cheney's Lessee *v.* Watkins, 1 H. & J. 527. Owings *v.* Norwood's Lessee, 2 H. & J. 96. Crawford *v.* State, 6 H. & J 231. Hurn *v.* Soper, 6 H. & J. 276. Mundell *v.* Perry, 2 G. & J. 193. Burke *v.* Negro Joe, 6 G. & J. 136 Salmon *v.* Clagett, 3 Bland, 125. U. S. Ins. Co. *v.* Shriver, 3 Md. Ch. 381. Budd *v.* Brooke, 3 Gill, 198. Mann *v.* Martin, 4 Md. 124. Winchester *v.* Balto & S. R R. Co., 4 Md. 231. Johns *v.* Scott, 5 Md. 81. Barry *v.* Hoffman, 6 Md. 78. Burgess *v.* Lloyd, 7 Md. 178. General Ins. Co. *v.* U. S. Ins. Co., 10 Md. 517. Berry *v.* Matthews, 13 Md 537. Cooke's Lessee *v.* Kell, 13 Md. 469. Farquharson *v.* Eichelberger, 15 Md. 73. Bryan's Lessee *v.* Harvey, 18 Md 130. Colvin *v.* Warford, 20 Md. 396. Hoopes *v.* Knell, 31 Md. 550. Sixth Ward Bldg Ass'n *v.* Wilson, 41 Md. 506.

P. G L., (1860,) art. 24, sec. 14. 1856, ch. 154, sec 100.

14. Every deed of real property, when acknowledged and recorded as herein directed, shall take effect as between the parties thereto from its date.

Carroll's Lessee *v.* Norwood, 1 H. & J. 167. Jones *v.* Jones, 2 H. & J. 281. Wickes *v.* Caulk. 5 H. & J. 36. Betts *v* Union Bank, 1 H. & G. 175. Glenn *v.* Grover, 3 Md. 212. Barry *v.* Hoffman, 6 Md. 78. Henderson *v.* M. & C. C. of Balto., 8 Md. 352. Hutchins *v.* Dixon, 11 Md. 29. Brown *v.* Murdoch, 16 Md. 538. Phelps *v.* Phelps, 17 Md. 121. Knell *v.* Green St. Bldg. Ass'n, 34 Md. 67. Rosenthal *v.* Maryland Brick Co., 61 Md. 594.

Ibid sec. 15. 1856, ch. 154, sec. 102.

15. No deed of real property shall be valid for the purpose of passing title unless acknowledged and recorded as herein directed.

Ibid. sec 16. 1825, ch. 203, sec. 1.

16. Where there are two or more deeds conveying the same lands or chattels real, the deed or deeds which shall be first recorded according to law shall be preferred, if made *bona fide* and upon good and valuable consideration. This section to apply to all deeds of mortgage, and to all other deeds or conveyances to the validity of which recording is necessary.

Moncrieff *v.* Goldsborough, 4 H. & McH. 281. Carroll's Lessee *v.* Norwood, 1 H. & J. 167. Hardy *v.* Summers, 10 G. & J 316. Ohio Life Ins. & T. Co. *v.* Winn, 2 Md. Ch. 25. Gill *v.* McAtee, 2 Md. Ch. 255. O'Neill *v.* Cole, 3 Md. Ch. 174. U. S. Ins. Co. *v.* Shriver, 3 Md. Ch. 381. Johns *v.* Scott, 3 Md. Ch.

57. Ing v. Brown, 3 Md. Ch 521. Clabaugh v. Byerly, 7 Gill, 354. Woollen v. Hillen, 9 Gill 194. Price v. McDonald, 2 Md. 403. O'Neill v. Cole, 4 Md. 107. Johns v. Scott, 5 Md. 81. General Ins. Co. v. U. S. Ins. Co., 10 Md. 517. Williams v. Banks, 11 Md. 198. Johns v. Reardon, 11 Md. 465. Cooke's Lessee v. Kell, 13 Md. 469. Wilson v. Russell, 13 Md 496. Farquharson v. Eichelberger, 15 Md. 73. Cockey v. Milne's Lessee, 16 Md. 207. Hoffman S. C. Co. v. C. C & I Co, 16 Md. 456. Waters' Lessee v. Riggin, 19 Md 536. Moore v. Blondheim, 19 Md. 175. Willard's Exrs. v. Ramsburg, 22 Md. 206. Nelson v. Hagerstown Bank, 27 Md, 51. Chew v. Buchanan, 30 Md. 376. Knell v. Green St. Bldg Ass'n 34 Md. 67. Busey v. Reese, 38 Md. 264. Kane v. Roberts, 40 Md. 593. Swartz v. Chickering, 58 Md. 290. Tyler v. Abergh, 65 Md. 18.

P. G. L., (1860,) art. 24, sec. 17. 1818, ch. 104, sec. 4.

17. When a trustee sells and conveys lands lying in one county, under a decree passed in another county, the deed shall be recorded in each county where the land lies, and shall recite so much of the decree under which the sale was made, as will show when and by what court it was passed, and the names of the parties, and the appointment of the trustee who made the sale; the city of Baltimore is to be regarded as a county in the meaning of this section.

Ibid. sec. 18. 1822, ch. 104.

18. If any clerk shall die, and during the interval between his death and the qualification of his successor, the time for recording any deeds or other written documents required by law to be recorded in a specific time, shall expire, the successor of such clerk so dying shall record the same at any time within one month after his qualification—to have the same effect as if such deed or other document were recorded within the time prescribed by law; and shall endorse thereon the time of the death of the former clerk and the date of his own qualification, which endorsement shall be recorded with the deed or other document and shall be evidence of the facts it contains.

Ibid. sec. 19. 1860, ch. 133, sec. 1. 1867, ch. 58.

19. Any deed or conveyance of or relating to land, duly acknowledged and required by law to be recorded, except deeds or conveyances by way of mortgages, may be recorded after the time herein prescribed; and when so recorded shall have, as against the grantor, his heirs or executors, and against all purchasers, with notice of such deed or conveyance, and against all creditors of such grantor and his heirs, who shall become so after the recording of such deed or conveyance, the same validity and effect as if recorded within the time hereinbefore prescribed; this section to apply to all deeds executed and acknowledged according to law, whether before or after the adoption of this code.

Brydon v. Campbell, 40 Md. 331. Carson v. Phelps, 40 Md 73. Pfeaff v. Jones, 50 Md. 263. Stanhope v. Dodge, 52 Md. 485. Dodge v. Stanhope, 55 Md. 116. Brown v. Stewart, 56 Md. 431.

P. G L., (1860,) art. 24, sec. 20. 1831, ch. 304.

20. When the grantee, his heir or executor, in any deed or conveyance, shall take possession of the lands purporting to be conveyed thereby, such deed or conveyance, after being recorded, (though not recorded within six months,) shall have against all persons, from the time of taking possession as aforesaid, the same effect and validity, to all intents and purposes, as if the same had been recorded in proper time; nothing herein, however, to affect in any manner the preferences and priorities declared and given in section 16 of this article.

Bryan's Lessee v. Harvey, 18 Md. 113.

Ibid. sec. 21. 1831, ch. 304.

21. But as against all creditors who have become so before the recording of such deed or conveyance, and without notice of the existence thereof, such deed or conveyance shall have validity and effect only as a contract for the conveyance or assurance of the estate, interest or use, purported by such deed or conveyance to be conveyed or assured.

Phillips v. Pearson, 27 Md 242. Johnston v. Canby, 29 Md. 211. Carson v. Phelps, 40 Md. 73. Sixth Ward Bldg. Asso. v. Wilson, 41 Md. 514.

Ibid. sec. 22. 1860, ch. 133, sec. 2.

22. When any deed has been acknowledged before a commissioner, appointed to take the acknowledgment of deeds out of the State, whether the commissioner had qualified or not by taking the oath and transmitting his signature and the impression of his seal to the secretary of State, as required by law, the same shall be as valid as if said commissioner had been duly qualified and was duly authorized to take acknowledgments of deeds; and when any commissioner to take acknowledgments of deeds out of this

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State, had duly qualified and was acting as such previous to the passage of the act of eighteen hundred and fifty-two, chapter one hundred and six, and continued so to act, without having qualified as required by the said act, and as such commissioner took the acknowledgment of any deed or mortgage, such deed or mortgage shall be as valid as if the said commissioner had been duly qualified to act at the time of the taking of such acknowledgment, or doing any other official act.

P. G. L., (1860,) art. 24, sec. 23. 1715, ch. 47, sec. 4. 1794, ch. 57.

23. Neither livery of seisin nor indenting shall be necessary to the validity of any deed.

Paca's Lessee *v.* Forward, 2 H. & McH. 175. Smith's Lessee *v.* Steele, 3 H. & McH 103. Gitting's Lessee *v.* Hall, 1 H. & J. 14. Tyson *v.* Rickard, 3 H. & J. 109. Hudson *v.* Warner, 2 H. & G. 415. Matthews *v.* Ward. 10 G. & J. 443 Barry *v* Hoffman, 6 Md. 78. Phelps *v.* Phelps, 17 Md. 134. Sixth Ward Bldg. Ass'n. *v.* Wilson, 41 Md. 506.

Ibid sec 24. 1782, ch. 23,

24. Any person seized of an estate tail, in possession, reversion or remainder, in any lands, tenements or hereditaments, may grant, sell and convey the same in the same manner and by the same form of conveyance as if he were seized of an estate in fee simple; and such conveyance shall be good and available, to all intents and purposes, against all persons whom the grantor might debar by any mode of common recovery, or by any ways or means whatsoever.

Paca's Lessee *v.* Forward, 2 H. & McH. 175 Hopkins' Lessee *v.* Threlkeld, 2 H. & McH. 443. Calvert's Lessee *v* Eden, 2 H & McH. 279. Ridgely *v.* McLaughlin, 3 H & McH. 220. Todd *v.* Pratt, 1 H. & J. 465. Laidler *v.* Young's Lessee, 2 H & J. 69. Smith *v.* Smith, 2 H. & J 314. Jones *v.* Jones, 2 H. & J 281. Brogden *v* Walker, 2 H. & J 285. Howard *v.* Moale's Lessee, 2 H. & J 249. Partridge *v.* Dorsey's Lessee, 3 H. & J. 302. Carroll's Lessee *v* Maydwell, 3 H. & J. 292 Newton *v* Griffith, 1 H. & G. 112. Chase's Case, 1 Bl. 230 Maslin *v* Thomas, 8 Gill, 23. Key's Lessee *v.* Davis, 1 Md. 41. Posey's Lessee *v* Budd, 27 Md. 477.

Ibid sec. 25. 1856, ch 154, sec. 21.

25. Every power of attorney authorizing an agent or attorney to sell and convey any real estate, shall be attested and acknowledged in the same manner as a deed, and recorded with the deed executed in pursuance of such power of attorney; but a corporation shall have power to appoint an attorney for the same purpose, by its corporate seal.

Onion's Lessee *v.* Hall, 1 H. & McH. 173. Elliott *v.* Osborn, 1 H. & McH. 146. Davidson's Lessee *v* Beatty, 3 H. & McH. 594. Harper *v.* Hampton, 1 H. & J. 622. Smith's Lessee *v.* Perry, 1 H. & J. 706. Citizens' F. Ins. Co. *v.* Doll, 35 Md. 89. Rosenthal *v.* Ruffin, 60 Md. 326.

P. G. L., (1860,) art 24, sec. 26. 1856, ch. 154, sec. 22.

26. Such power of attorney shall be deemed to be revoked when the instrument containing the revocation is recorded in the office in which the deed should properly be recorded.

Ibid. sec. 27. 1856, ch. 154, sec. 23.

27. Any person executing a deed conveying real estate, as agent or attorney for another, shall describe himself in and sign the deed as agent or attorney.

Citizens' F. Ins. Co. *v* Doll, 35 Md. 89. Posner *v.* Bayless, 59 Md. 56.

1865, ch. 47.

28. Every bond, writing obligatory or contract for the conveyance of real estate, or any interest or estate of, in, or relating to real estate, and every bond, writing obligatory or contract for the leasing and demising for any term of years, of real estate, may be executed, acknowledged and recorded in the same manner as deeds of real estate are required by this article to be executed, acknowledged and recorded, and as if such bonds, writings obligatory and contracts were deeds as aforesaid; and a certified copy of the record of any such bond, writing obligatory or contract shall be received as evidence of such bond, writing obligatory or contract, as fully as a like copy of the record of any such deed duly executed, acknowledged and recorded in the manner aforesaid, would be evidence of such deed.

Mortgages.

P. G L.. (1860,) art. 24, sec. 28 1856, ch. 154, sec 111.

29. Deeds of mortgage conveying any use, estate or interest in land shall be executed, acknowledged and recorded as absolute deeds of the same.

Aldridge *v.* Weems, 2 G & J 36 Gill *v* Griffith, 2 Md Ch. 270. McKim *v.* Mason, 3 Md. Ch 186. Alderson *v.* Ames, 6 Md. 52 Fouke *v.* Fleming, 13

Md. 392. Cockey *v.* Milne's Lessee, 16 Md. 200 Dorn *v.* Bayer, 16 Md. 145. Denton *v.* Griffith, 17 Md 305. Carrico *v.* Farmers & Merchants' Bank, 33 Md. 235. Sixth Ward Bldg. Ass'n *v.* Wilson, 41 Md. 506. Frostburg M. B. Ass'n *v.* Brace, 51 Md. 510.

P. G L, (1860,) art. 24, sec. 29. 1856, ch. 154, sec. 112.

30. No mortgage shall be valid except as between the parties thereto, unless there be endorsed thereon an oath or affirmation of the mortgagee that the consideration in said mortgage is true and *bona fide* as therein set forth; this affidavit may be made at any time before the mortgage is recorded, before any one authorized to take the acknowledgment of a mortgage, and the affidavit shall be recorded with the mortgage.

Waters *v.* Dashiell, 1 Md. 455. Charles *v* Clagett, 3 Md 82. Fouke *v.* Fleming, 13 Md. 392. Cockey *v.* Milne's Lessee, 16 Md. 207. Nelson *v.* Hagerstown Bank, 27 Md. 51. Phillips *v.* Pearson, 27 Md. 242. Lester *v.* Hardesty, 29 Md 50. Johnston *v.* Canby, 29 Md 211. Carson *v* Phelps, 40 Md. 73. Marlow *v* McCubbin, 40 Md 132. Smith *v.* Myers, 41 Md. 425. Sixth Ward Bldg. Ass'n *v* Wilson, 41 Md. 506. Snowden *v* Pitcher, 45 Md. 260. Riswick *v.* Goodhue 50 Md. 61. Harrison *v.* A. & E. R. R Co., 50 Md. 506. Stanhope *v.* Dodge, 52 Md 486. Reiff *v.* Eshleman, 52 Md 582. Hartsook *v.* Russell, 52 Md. 620 Russum *v.* Wanser, 53 Md 93. Shidy *v.* Cutter, 54 Md. 675. Brown *v.* Stewart, 56 Md. 431. Cahoon *v.* Miers, 67 Md. 579.

Ibid. sec. 30. 1856, ch. 118.

31. The affidavit required by the preceding section may be made by one of several mortgagees, and shall have the same effect as if made by all; or the said affidavit may be made by any agent of a mortgagee; and when made by an agent, he shall, in addition to the affidavit above mentioned, make affidavit, to be endorsed upon the mortgage, that he is agent of the mortgagee or mortgagees, or some one of them; which affidavit shall be sufficient proof of such agency; and the president, or other officer of a corporation, or the executor of the mortgagee, may make such affidavit.

Riswick *v.* Goodhue, 50 Md. 61.

Ibid. sec. 31. 1856, ch 154, sec 116. 1868, ch. 378.

32. An assignment of a mortgage may be made in the following form or to the like effect:

"I hereby assign the within mortgage to the assignee.
"Witness my hand and seal this —— day of ——.
[SEAL.]"

And such assignment shall be recorded on the record in the office of the clerk of the court where the original mortgage is recorded, and at or near the foot of the said mortgage, in a blank to be left by the clerk who shall record such mortgage.

Woodville *v.* Reed, 26 Md. 179. Lester *v.* Hardesty, 29 Md. 50. Chew *v.* Buchanan, 30 Md. 375. Byles *v.* Tome, 39 Md. 461.

P. G. L., (1860,) art. 24, sec. 32. 1856, ch. 154, sec. 117.

33. Every assignment made in the above form, or the same in substance, endorsed upon the original mortgage, shall be construed and deemed sufficient to convey to the assignee every right which the assignor possessed under said mortgage at the time of the assignment thereof, in as full and ample a manner as any instrument of writing whatever could do.

Lester *v.* Hardesty, 29 Md. 50. Gelston *v.* Thompson, 29 Md. 595. C. C. & I. Co. *v.* Parrish, 42 Md. 614.

Ibid. sec. 33. 1856, ch. 154, sec. 118.

34. A release of a mortgage may be made in the following form, or to the like effect:

"I hereby release the above (or within) mortgage.
"Witness my hand and seal this —— day of ——.
[SEAL.]"

Morris *v.* Gelston, 34 Md. 413. Brown *v* Stewart, 56 Md. 432.

Ibid. sec. 34. 1856, ch. 154, sec. 119.

35. Such release may be written by the mortgagee, or his assignee, upon the record in the office where the mortgage is recorded, and attested by the clerk of the court; and the clerk, at the time of recording every mortgage, shall leave a blank space at the foot thereof for the purpose of entering such release.

Ibid.

Ibid. sec. 35. 1856, ch. 154, sec. 120.

36. Or, such a release may be endorsed on the original mortgage by the mortgagee or his assignee; and upon such mortgage, with the release thereon endorsed, being filed in the office in which the mortgage is recorded, the clerk shall record such release at the foot of the mortgage.

Ibid.

P. G. L., (1860,) art. 24, sec. 36. 1856, ch 154, sec 121.

37. When the mortgage with the release thereon is filed for the purpose of recording the release, the clerk shall retain such mortgage in his office and not permit the same to be again withdrawn.

Ibid. sec. 37. 1856, ch. 154, sec. 122.

38. Every release executed in either of the above modes, shall be construed and deemed sufficient to release said mortgage, as fully and effectually as any instrument of writing whatever could do.

Ibid. sec. 38. 1833, ch. 181. 1839, ch. 26.

39. A release or assignment may be made by an executor or assignee in the same manner and form and with like effect as by the mortgagee; this section to apply to every assignee, whether he claims by direct assignment from the mortgagee or his executor, or under a series of assignments.

Bills of Sale.

P G L., (1860,) art. 24, sec. 39. 1729, ch. 8, secs. 5–6. 1856, ch. 154, sec. 123.

40. No personal property, of any description whatever, whereof the vendor, mortgagor or donor shall remain in possession, shall pass, alter or change, or any property therein be transferred to any purchaser, mortgagee or donee, unless by bill of sale or mortgage acknowledged and recorded as herein provided; but nothing herein shall be construed to extend to any sale or gift, where the same is accompanied by delivery, nor to invalidate such transfer as between the parties thereto.

Garrett *v.* Hughlett, 1 H & J. 8. Fister *v.* Beall's Admrs., 1 H. & J. 31. Ayres *v.* Grimes, 3 H. & J. 95. Bruce's Admr. *v.* Smith, 3 H. & J. 499. Hambleton *v* Hayward, 4 H & J. 443. Roberts *v.* Gibson, 6 H. & J. 116. Dorsey *v.* Smithson, 6 H. & J. 61 Coale *v* Harrington, 7 H & J. 147. Bohn *v.* Headly, 7 H. & J 257. Newson *v.* Douglas, 7 H & J 417. Reeside *v.* Fisher, 2 H. & G. 321. Hudson *v* Warner, 2 H & G. 415 Clagett *v* Salmon, 5 G. & J. 314. Hicks *v.* Hicks, 5 G & J 75 Clary *v* Frayer, 8 G & J. 398. Hope *v.* Hutchins, 9 G. & J 77. Clark *v* Levering, 1 Md. Ch 178 Gill *v* Griffith, 2 Md. Ch. 270. Ing *v* Brown, 3 Md. Ch. 521. Byer *v* Etnyre, 2 Gill, 150. Gough *v.* Edelen, 5 Gill, 101 Alexander *v* Ghiselin, 5 Gill, 138. Bryan *v.* Hawthorne, 1 Md 524. Parkinson *v* State, 14 Md 197. Nickerson *v.* Nickerson, 28 Md. 332. Mackintosh *v* Corner, 33 Md 598. Kreuzer *v.* Cooney, 45 Md. 582. Biemuller *v.* Schneider, 62 Md. 548. Cahoon *v.* Miers, 67 Md. 579.

P. G. L., (1860,) art. 24, sec. 41. 1856, ch. 154, secs. 124-125.

41. Any bill of sale of personal property shall be sufficient in form if it contain the names of the parties, the consideration, a description of the property conveyed, and be signed and sealed by the vendor, and dated.

Ibid. sec. 44. 1729, ch. 8, sec. 5. 1856, ch. 154, sec 129. 1878, ch 139.

42. A bill of sale, if acknowledged within this State, may be acknowledged before any one justice of the peace for the county or city in which the vendor happens to be at the time of the acknowledgment, or before any justice of the peace or judge of the orphans' court of the county or city in which the vendor resides; and if acknowledged before a justice of the peace out of the county or city in which the vendor resides, the official character of said justice shall be certified by the clerk of the circuit court for the county in which said acknowledgment is made, or by the clerk of the superior court of Baltimore city, if acknowledged in said city.

Coale *v* Harrington, 7 H. & J 147. Byer *v* Etnyre, 2 Gill, 150. Wilson *v.* Carson. 12 Md 76 Fouke *v.* Fleming, 13 Md 392. Berry *v* Matthews, 13 Md. 538.

Ibid. sec. 45. 1856, ch 154, sec 130.

43. If acknowledged out of the State, before any officer authorized to take acknowledgments of deeds.

Berry *v.* Matthews, 13 Md 538.

Ibid sec 46. 1729, ch 8, sec. 5. 1856, ch. 154, sec. 131. 1888, ch. 464.

44. Bills of sale shall be recorded in the county or city where the vendor or donor resides, within twenty days from the date thereof. If the vendor or donor resides out of the State, and the personal property conveyed by such bill of sale is located in this State, then such bill of sale shall be recorded in the county where such property is located, or in Baltimore city, if it be located in said city, within twenty days from the date of such bill of sale.

Kreuzer *v* Cooney, 45 Md. 582.

Ibid sec 47. 1856, ch. 154, sec. 142.

45. A mortgage of personal property shall be executed, acknowledged and recorded as bills of sale.

P. G. L., (1860,) art. 24, sec. 48. 1856, ch. 154, sec. 139.

46. A mortgage of personal property shall be deemed to contain an implied covenant, (unless the contrary is therein expressed,) by the mortgagor, to pay the debt and interest specified in said mortgage.

Ibid. sec. 49 1856, ch 154, sec. 143.

47. Mortgages of personal property shall be valid and take effect, except as between parties thereto, only from the time of recording; and in case of more than one mortgage, the one first recorded shall have preference.

Hudson *v.* Warner, 2 H. & G. 415. Gill *v.* Griffith, 2 Md. Ch. 270.

Ibid sec. 50 1856, ch. 154, sec. 141.

48. Mortgages of personal property may be assigned and released in the same manner as mortgages of real property, according to the rules hereinbefore prescribed for the assignment and release of the same.

Ibid. sec 51. 1846, ch. 271, sec. 1. 1847, ch. 305, sec. 1.

49. No bill of sale or mortgage of personal property shall be valid, except as between the parties, unless the bargainee or vendee or mortgagee, or some one of them, or the agent of some one of them, shall make the affidavit required to be made by mortgagees of real estate, and such affidavit may be made at any time before recording, and before any person authorized to take the acknowledgment of such bill of sale or mortgage.

Ing *v.* Brown, 3 Md. Ch. 521. Waters *v.* Dashiell, 1 Md 474. Bryan *v.* Hawthorne, 1 Md. 524. Charles *v.* Clagett. 3 Md. 82. Stockett *v.* Holliday, 9 Md. 481. Fouke *v.* Fleming, 13 Md. 392. Cockey *v.* Milne's Lessee, 16 Md. 207. Denton *v.* Griffith, 17 Md. 301. Nelson *v.* Hagerstown Bank, 27 Md. 73. Phillips *v.* Pearson, 27 Md. 257. Johnston *v.* Canby, 29 Md. 211. Hoopes *v.* Knell, 31 Md. 550. Mackintosh *v* Corner 33 Md. 598. Carson *v.* Phelps, 40 Md. 96. Marlow *v.* McCubbin, 40 Md. 132. Snowden *v.* Pitcher, 45 Md. 260.

1886, ch. 369.

50. In all cases, heretofore or hereafter, where bills of sale are taken on personal property, which, according to the true intent of the parties thereto, are chattel mortgages, upon the payment or discharge of the debts named in said bills of sale by the vendors, it shall be the duty of the vendee therein named to release said bills of sale or re-transfer the property mentioned therein, to the vendors, which release or re-transfer may be made upon the original bills of sale, which may be returned to the record office, and said release or re-transfer entered upon the record book where the bill of sale is recorded, at the end of the record thereof, or the said release or re-transfer may be made in the presence of the clerk, with his attestation thereto, in the record book in which the bill of sale is recorded, at the end of the record thereof.

Forms of Conveyancing.

P. G. L., (1860,) art. 24, sec. 52. 1856, ch. 154, secs. 26, 62.

51. The following forms shall be sufficient to convey real or personal property:

Form of a Deed conveying a fee simple in Real Estate.

This deed, made this ——— day of ———, in the year ———, by me, (here insert the name of the grantor,) witnesseth, that in consideration of, (here insert consideration,) I, the said ———, do grant unto (here insert the name of grantee,) all that (here describe the property.)

Witness my hand and seal
Test:
A. B.
[SEAL.]

Carrico *v.* Farmers' & Merchants' Bank, 33 Md. 235.

Ibid. sec 53. 1856, ch 154, sec 63.

Form where Married Woman is a Party.

52. This deed, made this ——— day of ———, in the year ———, by us, ——— and ———, his wife, witnesseth, that in consideration of ———, we, the said ——— and his wife, do grant unto ———

Witness our hands and seals.
Test:
A. B.
[SEAL.]

P. G. L., (1860,) art. 24, sec. 54. 1856, ch 154, sec. 64.

Form Conveying Estate for Life

53. This deed, made this ——— day of ———, in the year ———, by me, ———, witnesseth, that in consideration of ——, I, the said ———, do grant unto ———, to hold during his life and no longer.

Witness my hand and seal.

Test:

A B.

[SEAL.]

Ibid. sec. 55. 1856, ch. 154, sec. 71.

Form of Deed of Trust to secure Debts, indemnify securities, or other purposes.

54. This deed, made this ——— day of ———, in the year ———, by me, ———, witnesseth, that whereas (here insert the consideration for making the deed,) I, the said ———, do grant unto ———, as trustee, the following property, (here describe the property,) in trust for the following purposes, (here insert the purposes of the trust, and any covenant that may be agreed upon.)

Witness my hand and seal.

Test:

A B.

[SEAL.]

Bank of Commerce *v.* Lanahan, 45 Md. 396. Harrison *v.* A. & E. R. R. Co., 50 Md. 504, 506.

Ibid. sec. 56. 1856, ch 154, sec. 72.

Form of Sheriff or other Officer's Deed.

55. This deed, made this ——— day of ———, in the year ——— by me, ———, sheriff of ——— county, Maryland, witnesseth, that by virtue of an execution issued out of (here insert the style of court,) and dated ——— day of ———, in the year ———, in the case of ——— vs. ———, I, the said ———, as sheriff of said county, have sold to ——— the following property, (here describe property.) Now, therefore, I, the said ———, do grant unto the said ———, all the right and title of ——— in and to said hereinbefore described property.

Witness my hand and seal.

Test:

A B.

[SEAL.]

Langley *v.* Jones, 33 Md. 177.

P. G. L., (1860,) art. 24, sec. 57. 1856, ch. 154, sec. 78

Form of Trustee's Deed under a Decree.

56. This deed, made this ——— day of ———, in the year ———, by me, ———, trustee, witnesseth, whereas, by a decree of (here insert style of court,) passed on ——— (here insert day of decree,) in the case ——— vs. ———, I, the said ———, was appointed trustee to sell the land decreed to be sold, and have sold the same to ———, who has fully paid the purchase money therefor. Now, therefore, in consideration of the premises, I, the said ———, do grant unto ——— all the right and title of all the parties to the aforesaid cause, in and to ——— (describe property.)

Witness my hand and seal.

Test:

A. B.

[SEAL.]

Ibid. sec. 58.

Form of Deed of Commissioners to make Partition of Lands.

57. This deed, made this ——— day of ———, in the year ———, witnesseth, that we ———, (here insert names of commissioners,) commissioners appointed by the circuit court for ——— county, to divide the lands of A B, late of ——— county, deceased, in consideration of the sum of ———, have sold, and do hereby grant to C D, all that parcel of land, (here describe the land as described in return of the commissioners.)

Witness our hands and seals.

Test:

A B.

[SEAL.]

Add seal for each commissioner.

P. G. L., (1860,) art 24, sec. 59

Form of Executor's Deed.

58. This deed, made this ——— day of ———, in the year ———, witnesseth, that I, ———, executor of the last will of ———, late of ——— county, deceased, under a power in said will contained, in consideration of the sum of ———, have bargained and sold to ———, all that parcel of land (here describe the land as described in the report of the executor to the court.)

Witness my hand and seal.

Test:

A. B.

[SEAL.]

Ibid. sec. 60. 1856, ch. 154, sec. 108.

Form of Mortgage of Real Estate.

59. This mortgage, made this ——— day of ———, by me, ———, witnesseth, that in consideration of the sum of ——— dollars, now due from me, the said ——— to ———, I, the said ———, do grant unto the said ——— (here describe the property); provided, that if I, the said ———, shall pay, on or before the ——— day of ———, to the said ———, the sum of ——— dollars, with the interest thereon from ———, then this mortgage shall be void.

Witness my hand and seal.

[SEAL.]

Carrico *v* Farmers and Merchants' Bank, 33 Md. 235. Bank of Commerce *v*. Lanahan, 45 Md. 396. Harrison *v*. A. & E. R. R. Co., 50 Md. 504, 506.

Ibid sec. 61. 1856, ch. 154, sec. 124.

Form of a Bill of Sale.

60. I, ———, of ———, in consideration of ——— dollars paid me by ———, of ———, do hereby bargain and sell to the said ———, the following property, (here describe property.)

Witness my hand and seal this ——— day of ———, in the year ———.

[SEAL.]

P. G. L., (1860,) art. 24, sec. 64. 1856, ch. 154, sec. 137.

Form of Mortgage of Personal Property.

61. I, ———, of ——— county, Maryland, being now indebted to ———, of ——— county, in the sum of ——— dollars, with interest from ———. in consideration thereof, do hereby bargain and sell to the said ———, the following property, (here describe property;) provided, that if I, the said ———, shall pay to the said ———, the said sum of ——— dollars, with the interest thereon. on or before the ——— day of ———, then these presents shall be void.

Witness my hand and seal, this ——— day of ———.

[SEAL.]

Ibid. sec. 65. 1856, ch. 154, sec. 147.

Form of a Lease.

62. This lease, made this ——— day of ———, in the year ———, between ——— and ———, witnesseth, that the said ——— doth lease unto the said ———, his personal representatives or assigns, (here describe property,) for the term of ——— years, beginning on the ——— day of ———, in the year ———, and ending on the ——— day of ——— in the year ———, the said ——— paying therefor the sum of ——— dollars, on the ——— day of ———, in each and every year.

Witness their hands and seals.

[SEAL.]
[SEAL.]

Ibid. sec. 66. 1856, ch. 154, sec. 148.

63. The foregoing forms, or forms to like effect, shall be sufficient; and any covenant, limitation, restriction or proviso allowed by law may be added, annexed to or introduced with the foregoing forms.

Ibid. sec 67. 1856, ch. 154, secs. 26, 61.

64. Any other forms conforming to the rules hereinbefore laid down, or to the rules of law, shall be sufficient.

P. G. L., (1860,) art. 24, sec. 68. 1856, ch. 154, sec. 92.

65. The following forms of acknowledgments shall be sufficient.

Acknowledgment taken within this State.

State of Maryland, ——— county, to wit:

I hereby certify, that on this ——— day of ———, in the year ———, before the subscriber, (here insert style of the officer taking the acknowledgment,) personally appeared (here insert the name of the person making the acknowledgment,) and acknowledged the foregoing deed to be his act.

Ibid. sec. 69. 1856, ch. 154, sec. 94.

Form of Acknowledgment of Husband and Wife.

66. State of ———, ——— county, to wit:

I hereby certify, that on this ——— day of ———, in the year ———, before the subscriber, (here insert the official style of the person taking the acknowledgment,) personally appeared (here insert name of the husband,) and (here insert name of the married woman making the acknowledgment,) his wife, and did each acknowledge the aforegoing deed to be their respective act.

Ibid. sec. 70. 1856, ch. 154, sec. 95.

Form of Acknowledgment taken out of this State.

67. State of ———, ——— county, to wit:

I hereby certify, that on this ——— day of ———, in the year ———, before the subscriber, (here insert the official style of the officer taking the acknowledgment,) personally appeared (here insert the name of the person making the acknowledgment,) and acknowledged the aforegoing deed to be his act.

SEAL OF THE COURT } In testimony whereof I have caused the seal of the court to be affixed, (or have affixed my official seal,) this ——— day of ———, A. D. ———.

Ibid sec. 71. 1856, ch. 154, sec. 91.

68. Any form of acknowledgment containing in substance the aforegoing forms shall be sufficient.

Basshor *v.* Stewart, 54 Md. 388.

1864, ch. 252, sec 1.

69. When in a deed conveying real estate, the words "the said ——— covenants" are used, such words shall have the same effect as if the covenant was expressed to be by the covenantor for himself, his heirs, devisees and personal representatives, and shall be deemed to be with the grantee in the deed, his heirs, devisees and personal representatives and assigns.

Ibid sec. 2.

70. A covenant by the grantor in a deed conveying real estate, "that he will warrant generally the property hereby conveyed," shall have the same effect as if the grantor had covenanted that he, his heirs, devisees, and personal representatives, will forever warrant the said property unto the grantee, his heirs, devisees and assigns, against the claims and demands of all persons whomsoever.

Ibid. sec. 3.

71. A covenant by a grantor in a deed conveying real estate, "that he will warrant specially the property hereby conveyed," shall have the same effect as if the grantor had covenanted that he, his heirs, devisees and personal representatives, will forever warrant and defend the said property unto the grantee, his heirs, devisees and personal representatives and assigns, against the claims and demands of the grantor and all persons claiming or to claim by, through or under him.

Ibid. sec. 4.

72. A covenant by the grantor in a deed for land, "that he is seized of the land hereby conveyed," shall have the same effect as if the grantor had covenanted that the said grantor at the time of the execution and delivery of the said deed is and stands lawfully seized of, in and to the same.

Ibid. sec 5

73. A covenant by the grantor, in a deed for land, "that he has the right to convey said land," shall have the same effect as if the grantor had covenanted that he has good right, full power and absolute authority to convey the said land unto the grantee in said deed, in the manner in which the same is conveyed, or intended so to be, by the deed, according to its true intent.

1864, ch. 252, sec. 6.

74. A covenant by the grantor, in a deed for land, "that the said (the grantee) shall quietly enjoy said land," shall have the same effect as if he had covenanted that the said, (the grantee,) his heirs and assigns, might at any and all times thereafter, peaceably and quietly enter upon, and have, hold and enjoy the land conveyed by the deed, or intended so to be conveyed, with all the rights, privileges and appurtenances thereunto belonging, and to receive the rents and profits thereof, to and for his or their use and benefit, without any eviction, interruption, suit, claim or demand whatever, by the said, (the grantor,) his heirs or assigns, or any other person or persons whatever.

Ibid. sec. 7.

75. A covenant by a grantor, in a deed for land, "that he has done no act to encumber said land," shall be construed and have the same effect as if he had covenanted that he had not done or executed, or knowingly suffered any act, deed or thing whereby the land and premises conveyed, or intended so to be, or any part thereof, are or will be charged, affected or incumbered in title, estate or otherwise.

Ibid sec. 8.

76. A covenant by a grantor, in a deed for land, "that he will execute such further assurances of said land as may be requisite," shall have the same effect as if he had covenanted that he, the grantor, his heirs or personal representatives, will, at any time, upon any reasonable request, at the charge of the grantee, his heirs or assigns, do, execute, or cause to be done and executed, all such further acts, deeds and things, for the better, more perfectly and absolutely conveying and assuring the lands and premises hereby conveyed, or intended so to be, unto the grantee, his heirs and assigns, in manner aforesaid, as by the grantee, his heirs and assigns, or his or their counsel, learned in the law, shall be reasonably devised, advised or required.

Ibid. sec. 9.

77. All deeds which have been heretofore executed in pursuance of the provisions contained in the eight preceding sections, shall be as valid and effectual as if the covenants in said deeds had been expressed therein, in full.

1872, ch. 451.

78. All deeds of conveyance heretofore or hereafter duly executed, acknowledged and recorded according to law, among the land records in any county in this State, by executors of the last will and testament, executed with the formalities required for the passing of real estate by the laws of this State, and proved according to law, of any non-resident testator, conveying lands lying in said county, shall be as valid and effectual in law and equity as if made by executors under last will and testament, duly executed, proved and recorded in the office of the register of wills in this State, for lands lying therein, and whose sales of real estate under the authority of said will were duly made and reported to and ratified by an orphans' court in this State; provided, that an authenticated copy of the said last will and testament shall have been filed and recorded in the office of the register of wills of the county where the lands lie; and provided, further, that full authority was given by the said last will and testament to the executors to sell and convey the said real estate.

Norment *v.* Brydon, 44 Md. 112.

1880, ch. 256, sec. 1.

79. All deeds, mortgages and other conveyances, made and executed in the State of Maryland since the twenty-second day of March, in the year eighteen hundred and sixty-seven, which were executed and acknowledged before any justice of the peace duly commissioned and qualified for any county or city in this State, and which deeds, mortgages and other conveyances were recorded in the county or city where the lands or other property, in whole or in part, are situated, shall have the same effect and operation in law, and be as valid to all intents and purposes, as if the justice of the peace before whom the same was acknowledged, was, at the time of such acknowledgment, a justice of the peace duly commissioned and qualified according to law, for the county or city in which the lands or other property were situated, or in which the grantors in such deed, mortgage or other conveyance, resided, saving and reserving the rights of creditors and *bona fide* purchasers, without notice.

1880, ch. 256, sec. 2.

80. All deeds, mortgages and other conveyances, executed and acknowledged by the grantors since the twenty-second day of March, in the year eighteen hundred and sixty-seven, in the county or city in this State in which the grantors then resided, before any other justice of the peace of any other county or city in this State, duly commissioned and qualified, shall be as valid, to all intents and purposes, as if acknowledged in the county or city where the lands or other property, in whole or in part, are situate, before a justice of the peace of said county or city, or as if acknowledged before a justice of the peace of the county or city in which the grantors resided, saving and reserving the rights of creditors and *bona fide* purchasers without notice; this section, however, not to avail, nor to be pleaded, nor given in evidence, nor in any manner to affect pending litigation.

1870, ch 346. 1878, ch. 116.

81. All deeds of conveyance of property in this State which may have been recorded without any certificate of the clerk of any of the courts of this State accompanying the acknowledgment thereof, in cases in which such certificates are necessary and proper, certifying to the official character and signature of the justice of the peace taking the same, and all deeds of conveyance of property in this State which may have been recorded without the seal of the notary public before whom the acknowledgment was taken, having been first attached, when the grantor resided in another State, and the acknowledgment was made in that State, shall be valid to all intents and purposes as if such defect and omission did not exist; provided, that the execution and acknowledgment of such deeds in all other respects conformed to the laws of this State, in such cases made and provided; saving, nevertheless, the rights of *bona fide* purchasers and incumbrancers without notice; also, excepting such as are now in suit pending in the courts of law or equity.

1888, ch. 485.

82. All deeds, mortgages, bonds of conveyance and bills of sale which have been executed and acknowledged, and are recorded in this State subsequent to the passage of the act of the general assembly of Maryland, passed at the January session, eighteen hundred and fifty-eight, chapter two hundred and eight, which may not have been acknowledged, according to the laws existing at the time of said acknowledgment, or where the certificate of acknowledgment is not in the prescribed form, shall be and the same are hereby made valid to all intents and purposes as if the said acknowledgment and the certificate thereof had been in legal form; provided, that said deeds, mortgages, bonds of conveyance and bills of sale in other respects are in conformity with the laws; and provided, further, that nothing in this section shall affect the interest of *bona fide* purchasers or creditors, without notice, who may have become so previous to the 5th day of April, 1888.

1886, ch. 236.

83. In any deed executed after the 7th day of April, 1886, of any real or personal estate, the words "die without issue," or "die without leaving issue," or "have no issue," or any other words which may import either a want or a failure of issue of any person in his lifetime, or at the time of his death, or an indefinite failure of his issue, shall be construed to mean a want or failure of issue in the lifetime, or at the time of the death of such person, and not an indefinite failure of his issue, unless a contrary intention shall appear by the deed.

Gambrill *v.* Forest Grove, 66 Md. 17.

1882, ch. 215, secs. 1-2.

84. In all cases where any railroad equipment and rolling stock, or other personal property to be used in or about the operation of any railroad, shall be sold to any person, firm or corporation, to be paid for in whole or in parts by instalments, or shall be leased, rented, hired or delivered on condition that the same shall be used by the person, firm or corporation purchasing, leasing, renting, hiring or receiving the same, the title to the same to remain in the vendor, lessor, renter, hirer or deliverer of the same until the agreed upon price of such property shall have been paid, such condition in regard to the title so remaining in the vendor, lessor, renter, hirer or deliverer, notwithstanding delivery to and possession by the other party, until such payments are fully made, shall be valid for all intents and purposes as to subsequent purchasers in good faith, and creditors; provided, the term during which the rent or instalments are to be paid shall not exceed ten years. Such contracts shall be in writing and shall be acknowledged and recorded as deeds in the county in which the said vendor or lessor has its principal office in this State.

1884, ch. 485. 1888, ch. 395.

85. All leases or sub-leases of land made in this State between the 8th day of April, 1884, and the 5th day of April, 1888, for a longer period than fifteen years, shall be redeemable at any time after the expiration of fifteen years, at the option of the tenant, for a sum of money equal to the capitalization of the rent reserved at the rate of six per centum in gold coin of the United States, or its equivalent, unless some other sum not exceeding four per cent. capitalization of said rent in said coin shall be specified in said lease, in which event said rent shall be redeemable for the sum fixed in said lease or sub-lease. All rents reserved by leases or sub-leases of land made in this State after April 5th, 1888, for a longer period than fifteen years shall be redeemable at any time, after the expiration of ten years from the date of such lease or sub-lease, at the option of the tenant, after a notice of six months to the landlord, for a sum of money equal to the capitalization of the rent reserved at a rate not to exceed six per centum.

1884, ch. 238, secs. 1–2.

86. In all cases where proceedings shall have been or shall be instituted for the renewal of leases for ninety-nine years, renewable forever, which shall have expired, or shall be about to expire, and the court shall have decreed or shall decree the renewal of such leases, such decree shall be sufficient to renew the title of all parties to such leases, their heirs, personal representatives and assigns, as the case may be, for another term of ninety-nine years, as fully as if the lease so renewed had been originally made for a length of time equivalent to such renewal term, added to the original term; provided, that no such decree shall bind any person not a party to said suit. A copy of such decree shall be recorded among the land records of the county or city where the lands demised in such leases lie.

1886, ch. 154.

87. Whenever the lessee or lessees named in any lease or sub-lease containing a covenant for perpetual renewal, or any person or persons claiming under such lessee or lessees, shall have retained or shall retain uninterrupted possession of the demised premises, or any part thereof, for twelve months after the expiration of such lease or sub-lease, it shall be conclusively presumed in reference to the whole or any part or parts of said demised premises, whereof possession shall have been retained as aforesaid, and in favor of said lessee, lessees, or of the person or persons claiming under such lessee or lessees, that a new lease or sub-lease of the whole of said demised premises was executed prior to the expiration of said lease or sub-lease by the lessor or lessors therein named, or by the person or persons rightfully claiming under such lessor or lessors to the said lessee or lessees, or to the person or persons rightfully claiming under such lessee or lessees, for such additional term, under such rent and upon such covenants, conditions and stipulations as were provided in said lease or sub-lease.

ARTICLE XXII.

CORONERS.

1. Shall give bond, penalty, condition.
2. Return of process by.
3. When not to hold inquest.
4. Attendance of a physician at inquest.
5. Penalty for refusal of physician to attend.
6. Physician's fee.
7. Burial of deceased.
8. When, shall act in place of sheriff.

P. G. L., (1860,) art. 25, sec. 1. 1824, ch. 145, sec. 1.

1. Every coroner before he acts as such, shall, within sixty days after his appointment, and in each year thereafter, give bond to the State of Maryland, with securities approved by the judges of the orphans' court, or some of them, in the penalty of three thousand dollars, with a condition that he will well and truly execute the office of coroner in all things thereunto belonging, and shall also well and faithfully execute and return all writs or other process to him directed; and shall also pay and deliver to the person or persons entitled to receive the same, all sums of money, all goods and chattels by him levied, seized or taken agreeably to the directions of the writ or other process under which the same shall have been levied, seized or taken; and shall also keep and detain in safe custody all and every person committed to his custody or by him taken in execution, or who shall

CHRISTOPHER JOLIET
ATTORNEY AT LAW
SUITE 308
138 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740
(301) 791-5150

August 3, 1988

Mr. Jeffrey L. Young
13 Dog Street Road
P. O. Box 67
Keedysville, MD 21756

Dear Mr. Young:

You have engaged my services to do a title search on that property which you are purchasing from Mr. and Mrs. Wickline. My search has revealed that the Wicklines do not have good record title to the bed of the farm lane accessing the property to Dog Street Road, in fact, they do not have good record title to either land or rights of way to access the property to a public road. This is a serious title flaw. The flaw was first indicated on the survey by Frederick, Seibert & Associates, Inc., dated June 21, 1988 from whence we were given the current description. The portion of the property in question is indicated on that survey which has been recorded as a deed overlap.

The Wicklines have neither good title to the all of the farm lane nor a recorded right of way to grant to you to the public road, however as your signature below indicates, despite this serious problem, you are willing to accept what title they can convey at this time. You have further advised me that you intend to address the problem yourself to correct it and I have advised you that I am in no way guaranteeing your success in the final outcome and am not giving you any idea of the expenses you may incur in your attempt. At your request, I am also issuing a title policy on the property, however it will also take exception as to this matter.

Very truly yours,

Christopher Joliet

CJ/jm

Jeffry L. Young
Jeffrey L. Young

PENGAD 800-631-6989
DEFENDANT'S
EXHIBIT
3
Uncle Eddie

2

CONFIRMATORY DEED

THIS CONFIRMATORY DEED, made this 18th day of July, 2020, by and between **David W. Hutzell** and **Mark H. Hutzell, Personal Representatives of the Estate of Mary Jane Hutzell**, who departed this Earth on or about September 22, 2014, surviving Tenant by the Entirety of Harry C. Hutzell, Jr., who departed this Earth on or about January 11, 1992, GRANTORS, and **Carl French**, GRANTEE.

WHEREAS, on December 19, 2014, the Orphan's Court of Washington County, State of Maryland (the "Court") granted administration of the Estate of the Decedent to David W. Hutzell and Mark H. Hutzell as Personal Representatives of the Estate of the Decedent in Estate No. 70412; and

WHEREAS, Grantors, in the capacity of Personal Representatives of the Estate of the Decedent have and had complete and full power and authority by law to grant and convey the entire fee simple interest in the hereinafter described property; and

WHEREAS, as part of the administration of the Estate of the Decedent, Grantors desired to and did convey the entire fee simple estate in the hereinafter described property to the Grantee by deed dated August 29, 2017, and recorded among the Land Records for Washington County, Maryland at Liber 4496, folio 488 (the "8/29/2017 Deed"); and

WHEREAS, the 8/29/2017 Deed identified the lands conveyed therein as "BEING all the same property described and conveyed by Deed dated December 20, 1963, and recorded December 20, 1963, in Liber 402, folio 394 among the Land Records of Washington County, Maryland from Jane L. DeBold and Donald E. DeBold, Sr., her husband and Myrtle E. Rhodes and Ellis W. Rhodes, Sr., her husband; Betty L. Diffendal and Raymond R. Diffendal, Sr., her husband; Virginia I. Carter and Harry S. Carter, Jr., her husband and Phyllis R. Clipp and S. Bobby Clipp, her husband to Harry C. Hutzell, Jr., who died on or about January 11, 1992, vesting title in Mary Jane Hutzell, as surviving tenant by the entirety, until her death on or about September 22, 2014;" and

WHEREAS, although the 8/29/2017 Deed stated that the lands conveyed therein were conveyed "Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining," the said 8/29/2017 Deed did not expressly identify the perpetual use of the Cost Wagon Road, as further described herein, originating at Cost's Crossing, as further described herein, which was created by deed dated March 22, 1872 for the benefit of the lands containing the lands herein described when said lands were conveyed from Aaron and Malinda Cost to David Kretzer and recorded in W.McK.K. 6, folio 363 among the land records for Washington County (the "Cost/Kretzer Deed"); and

WHEREAS, the Grantors and Grantee desire by this Confirmatory Deed to declare and confirm expressly that all of the said Grantors' rights title and interest in the

DEFENDANT'S EXHIBIT
7
Deena Holder
PENGAD 800-631-6989

VALID ONLY WITH IMPRESSED SEAL
I HEREBY CERTIFY, that this is a true copy of one of the records of Washington County, Maryland, having been recorded in Land Records L 6468/F353-358
in the Office of the Clerk of the Circuit Court. In Testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court For Washington County, Maryland.

KEVIN R. TUCKER, CLERK

6/14/2022
DATE ISSUED

perpetual use of the said Cost Wagon Road was intended to, and did, in fact, convey to Grantee by virtue of the 8/29/2017 Deed; and

- WITNESSETH -

That in consideration of the sum of Forty-Seven Thousand and 00/100 Dollars ($47,000.00), which included the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt and sufficiency of which were acknowledged in the 8/29/2017 Deed, the said Grantors as Personal Representatives of the Estate of the Decedent, did thereby grant and convey to the said Grantee, as sole owner, in fee simple, **and by this Confirmatory Deed now so confirm**, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

PARCEL NO. 1: All that parcel of land situate on the South side of the mill dam and opposite the Town of Keedysville, Maryland, and beginning at a planted stone standing on the East side of the Washington County Rail Road and in the East margin of said road, and running thence North 38 degrees East 7.1 perches to a marked wild cherry tree, thence North 25 ¼ degrees West 1.84 perches to a marked locust tree, thence North 51 ¾ degrees West 13.56 perches into the said mill dam, thence South 46 ½ degrees West 2 ¾ perches to the outlines of said Washington County Railroad, thence bounding on the outlines thereof to the place of beginning; Containing 80 square perches of land, more or less.

PARCEL NO. 2: All that small strip of land lying contiguous to Parcel No. 1 and beginning at a planted stone standing on the East side of said Washington County Railroad, it being also the beginning of Parcel No. 1, and running with the first line of Parcel NO. 1 North 38 degrees East 7.1 perches to a marked wild cherry tree, now a locust post, thence running Southwesterly 29 5 1/2 feet to "D" on the Plat referenced and depicted at the bottom of that deed dated April 26, 1897, and recorded among the Land Records of Washington County at Liber 143, folio 381, thence 91 ½ feet to the limits of said railroad at "E" on said Plat, thence 1 foot in a straight line to the beginning; Containing 306 square feet of land, more or less.

TOGETHER WITH the use of a wagon road to and from said land (the "Cost Wagon Road") commencing at a stone planted on the West margin of the said Washington County Rail Road at what Aaron Cost, a former Grantor, called his "RAILROAD CROSSING" ("Cost's Crossing") and running thence along the Western boundaries of said Rail Road South 30.75 degrees East 14 perches to a stone, South 36 degrees East 10.6 perches to what was formerly the lands of Jacob Keedy, thence along the division line between what were the lands of said Aaron Cost and said Jacob Keedy until it intersects the road leading from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill.

BEING all the same property described and conveyed by Deed dated December 20, 1963, and recorded December 20, 1963, in Liber 402, folio 394 among the Land

Records of Washington County, Maryland from Jane L. DeBold and Donald E. DeBold, Sr., her husband and Myrtle E. Rhodes and Ellis W. Rhodes, Sr., her husband; Betty L. Diffendal and Raymond R. Diffendal, Sr., her husband; Virginia I. Carter and Harry S. Casrter, Jr., her husband and Phyllis R. Clipp and S. Bobby Clipp, her husband to Harry C. Hutzell, Jr., who died on or about January 11, 1992, vesting title in Mary Jane Hutzell, as surviving tenant by the entirety, until her death on or about September 22, 2014.

TOGETHER WITH all of the rights, roads, water ways, easements, privileges, riparian rights, past and present, and appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **Carl French, as sole owner**, in fee simple.

And Grantors do hereby covenant to execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the Grantors the day and year first above written.

The Estate of Mary Jane Hutzell

David W Hutzell
By: David W. Hutzell
Personal Representative

Mark H Hutzell
By: Mark H. Hutzell
Personal Representative

STATE OF MARYLAND
COUNTY OF WASHINGTON

This document was acknowledged before me on July 18th, 2020 by **David W. Hutzell**, ~~in his~~ capacity as Personal Representative of the Estate of Mary Jane Hutzell ~~to be his/her act~~.

______________________________ (SEAL)
Signature of Notary

My Commission Expires: 9-26-2023

Kirk D Hilliard
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES September 26, 2023

STATE OF MARYLAND
COUNTY OF WASHINGTON

This document was acknowledged before me on July 18th, 2020 by **Mark H. Hutzell**, in his capacity as Personal Representative of the Estate of Mary Jane Hutzell to be his/her act.

______________________________ (SEAL)
Signature of Notary

My Commission Expires: 9-26-2023

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Adam D. Greivell, Attorney

Mail to:
Dreena Holder
308 w Chapline St
Sharpsburg MD 21782

Kirk D Hilliard
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES September 26, 2023

TODD L. HERSHEY, TREASURER
TAXES PAID 12/30/2020
AUTHORIZED BY:
PW

LR - Deed (No-Taxes)
Recording Fee 20.00
Name: French
Ref:
LR - Deed (No-Taxes)
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
12/30/2020 10:41
CC21-RD
#14411487 CC0403 -
Washington
County/CC04.03.01 -
Register 01

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	
Recordation Tax	
State Transfer Tax	
Non-Resident Tax	
TOTAL	60.00

NOTE: As of 5/2007, the gray shading has been document. You may need to adjust your prints

This form is fillable and can be completed using your PC. You can save the form to your PC for reuse but the information you input will not save (unless you have installed Adobe Acrobat or Adobe Approval software on your PC). For this reason, you should print the form once it is completed and make the appropriate number of copies - at least 4 copies.

State of [illegible] Instrument Intake Sheet

☐ Baltimore City ☐ County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments	(☐ Check Box if addendum Intake Form is Attached.)			
	☐ Deed ☐ Deed of Trust	☐ Mortgage ☐ Lease	☒ Other Confirmatory Deed	☐ Other ______
2 Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]
3 Tax Exemptions (if applicable) Cite or Explain Authority	Recordation			
	State Transfer			
	County Transfer			

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$ 0.00
Other:	$
Other:	$
Full Cash Value:	$ 0.00

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
19	002551	L402 F394	721	412	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2)
28 Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable)

Water Meter Account No.

Residential ☑ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
David W. Hutzell and Mark H. Hutzell, Personal Reps.	
Estate of Mary Jane Hutzell	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	*Doc. 2 – Owner(s) of Record, if Different from Grantor(s)*

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Carl French	

New Owner's (Grantee) Mailing Address
308 W. Chapline St., Sharpsburg, MD 21782

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person
Name: Justin K. Holder
Firm
Address: 308 W. Chapline St., Sharpsburg, MD 21782
Phone: (240) 350-2008

☐ Return to Contact Person
☐ Hold for Pickup
☑ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☐ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☐ No Does transfer include personal property? If yes, identify:
☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

RESET FORM

PRINT FORM on 8 1/2 x 14

Submit 4 copies

Distribution: White – Clerk's Office Canary – SDAT
Pink – Office of Finance Goldenrod – Preparer

AOC-CC-300 (5/2007)

3

CONFIRMATORY DEED

THIS CONFIRMATORY DEED, made this 22nd day of July, 2020, by and between **Carl French**, GRANTOR, and **Deena Holder**, GRANTEE.

WHEREAS, Grantor desired to and did convey the entire fee simple estate in the hereinafter described property to the Grantee by deed dated August 30, 2018, and recorded among the Land Records for Washington County, Maryland at Liber 5824, folio 352 (the "8/30/2018 Deed"); and

WHEREAS, the 8/30/2018 Deed identified the lands conveyed therein as "Being the same property described in Liber 5596 at Folio 488;" and

WHEREAS, although the 8/30/2018 Deed stated that the lands conveyed therein were conveyed "Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining," the said 8/30/2018 Deed did not expressly identify the perpetual use of the Cost Wagon Road, as further described herein, originating at Cost's Crossing, as further described herein, which was created by deed dated March 22, 1872 for the benefit of the lands containing the lands herein described when said lands were conveyed from Aaron and Malinda Cost to David Kretzer and recorded in W.McK.K. 6, folio 363 among the land records for Washington County (the "Cost/Kretzer Deed"); and

WHEREAS, the Grantor and Grantee desire by this Confirmatory Deed to declare and confirm expressly that all of the said Grantor's rights title and interest in the perpetual use of the said Cost Wagon Road was intended to, and did, in fact, convey to Grantee by virtue of the 8/30/2018 Deed; and

- WITNESSETH -

That in consideration of the sum of Fifty-Six Thousand Four Hundred and 00/100 Dollars ($56,400.00), which included the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt and sufficiency of which were acknowledged in the 8/30/2018 Deed, the said Grantor, did thereby grant and convey to the said Grantee, as sole owner, in fee simple, **and by this Confirmatory Deed now so confirms**, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

PARCEL NO. 1: All that parcel of land situate on the South side of the mill dam and opposite the Town of Keedysville, Maryland, and beginning at a planted stone standing on the East side of the Washington County Rail Road and in the East margin of said road, and running thence North 38 degrees East 7.1 perches to a marked wild cherry tree, thence North 25 ¼ degrees West 1.84 perches to a marked locust tree, thence North 51 ¾ degrees West 13.56 perches into the said mill dam, thence South 46 ½ degrees West

VALID ONLY WITH IMPRESSED SEAL

I HEREBY CERTIFY, that this is a true copy of one of the records of Washington County, Maryland, having been recorded in Land Records L 6468/F 359-363 In the Office of the Clerk of the Circuit Court. In Testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court For Washington County, Maryland.

6/14/2022

KEVIN R. TUCKER, CLERK — DATE ISSUED

DEFENDANT'S EXHIBIT 6
Deena Holder

PENGAD 800-631-6989

2 ¾ perches to the outlines of said Washington County Railroad, thence bounding on the outlines thereof to the place of beginning; Containing 80 square perches of land, more or less.

PARCEL NO. 2: All that small strip of land lying contiguous to Parcel No. 1 and beginning at a planted stone standing on the East side of said Washington County Railroad, it being also the beginning of Parcel No. 1, and running with the first line of Parcel NO. 1 North 38 degrees East 7.1 perches to a marked wild cherry tree, now a locust post, thence running Southwesterly 29 5 1/2 feet to "D" on the Plat referenced and depicted at the bottom of that deed dated April 26, 1897, and recorded among the Land Records of Washington County at Liber 143, folio 381, thence 91 ½ feet to the limits of said railroad at "E" on said Plat, thence 1 foot in a straight line to the beginning; Containing 306 square feet of land, more or less.

Together with a certain right of way and use of a wagon road commencing at a stone planted at the West margin of the Washington County Railroad at the point Aaron Cost, a former Grantor, called his railroad crossing, and running along the west boundary of said road South 30 and ¾ degrees East 14 Perches to a stone, South 36 Degrees East 10.6 Perches to the lands formerly owned by Jacob Keedy, thence along the division line between said land and the land formerly owned by Aaron Cost to the intersection of the road leading from the dwelling house on the land said formerly owned by Jacob Keedy to the County Road leading from Keedysville to the land formerly owned by Martin Eaklel.

BEING all the same property described and conveyed by Deed dated August 29, 2017, and recorded in Liber 5596, folio 488 among the Land Records for Washington County, Maryland from Mark H. Hutzell and David W. Hutzell, as Personal Representatives of the Estate of Mary Jane Hutzell, to Carl French,and also the same property described and conveyed by Deed dated December 20, 1963, and recorded December 20, 1963, in Liber 402, folio 394 among the Land Records of Washington County, Maryland from Jane L. DeBold and Donald E. DeBold, Sr., her husband and Myrtle E. Rhodes and Ellis W. Rhodes, Sr., her husband; Betty L. Diffendal and Raymond R. Diffendal, Sr., her husband; Virginia I. Carter and Harry S. Casrter, Jr., her husband and Phyllis R. Clipp and S. Bobby Clipp, her husband to Harry C. Hutzell, Jr., who died on or about January 11, 1992, vesting title in Mary Jane Hutzell, as surviving tenant by the entirety, until her death on or about September 22, 2014.

TOGETHER WITH all of the rights, roads, water ways, easements, privileges, riparian rights, past and present, and appurtenances and advantages thereto belonging or in anywise appertaining.

SUBJECT TO AND TOGETHER WITH all restrictions, covenants, conditions, easements and rights of way of record.

To have and to hold said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **Deena Holder, as sole owner,** in fee simple.

And Grantor does hereby covenant to execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the Grantor the day and year first above written.

Carl French
Carl French

STATE OF MARYLAND
COUNTY OF ~~WASHINGTON~~ Frederick

This document was acknowledged before me on July 22, 2020
by **Carl French** to be his/her act.

(SEAL)
Signature of Notary

WHITNEY GOLIWAS
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
My Commission Expires 04-28-2021

My Commission Expires: April 28, 2021

I hereby certify that the foregoing instrument was prepared by Deena Holder, by own POA
a party to the instrument.

Deena Holder
NAME

TODD L. HERSHEY, TREASURER
TAXES PAID 12/30/2020
AUTHORIZED BY: TLH
PW

Mail to:
Deena Holder
308 West Chapline St
Sharpsburg MD 21782

```
LR - Deed (No-Taxes)
Recording Fee     20.00
Name: Holder
Ref:
LR - Deed (No-Taxes)
Surcharge         40.00
=====================
SubTotal:         60.00
=====================
Total:            60.00
12/30/2020  10:41
                CC21-RD
#14411491 CC0403 -
Washington
County/CC04.03.01 -
Register 01
```

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	
Recordation Tax	
State Transfer Tax	
Non-Resident Tax	
TOTAL	60.00

NOTE: As of 5/2007, the gray shading has been removed fro document. You may need to adjust your printer settings to o

BOOK: 6468 PAGE: 363

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State of Mary…and Land Instrument Intake Sheet

☐ Baltimore City ☐ County: Washington

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(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments	(☐ Check Box if addendum Intake Form is Attached.)			
	☐ Deed ☐ Deed of Trust	☐ Mortgage ☐ Lease	☒ Other Confirmatory Deed	☐ Other
2 Conveyance Type Check Box	☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*
3 Tax Exemptions (if applicable) Cite or Explain Authority	Recordation			
	State Transfer			
	County Transfer			

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 0.00	Transfer Tax Consideration	$
Any New Mortgage	$ 0.00	X ( ) % =	$
Balance of Existing Mortgage	$ 0.00	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
		Recordation Tax Consideration	$
Other:	$	X ( ) per $500 =	$
Full Cash Value:	$ 0.00	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$	$	Agent:
Surcharge	$	$	Tax Bill:
State Recordation Tax	$	$	
State Transfer Tax	$	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
19	002551	L5596 F488	721	412	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2)

28 Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable)	Water Meter Account No.

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Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:

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7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Carl French	
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Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Deena Holder	

New Owner's (Grantee) Mailing Address

308 W. Chapline St., Sharpsburg, MD 21782

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Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

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Instrument Submitted By or Contact Person

Name: Justin K. Holder

Firm

Address: 308 W. Chapline St., Sharpsburg, MD 21782

Phone: (240) 356-2006

☐ Return to Contact Person

☐ Hold for Pickup

☑ Return Address Provided

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☐ Yes ☐ No Does transfer include personal property? If yes, identify:

☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification Agricultural Verification Whole Part Tran. Process Verification

Transfer Number Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

RESET FORM

PRINT FORM on 8 1/2 x 14

Distribution: White – Clerk's Office Pink – Office of Finance Canary – SDAT Goldenrod – Preparer

AOC-CC-300 (5/2007)

Submit 4 copies